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Attorneys for Defendant
AEROTEK, INC.

UNITED STATES DISTRICT COURT
IN AND FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO

AARON ROSE, as an individual, TROY Case No. 13-CV-05218 CRB
SWEDEEN, as an individual, and on behalf of all

1 others similarly situated,

2 Plaintiffs,

3 vs.

4 AECOM GOVERNMENT SERVICES, INC., a
5 Corporation, AEROTEK, INC., a Corporation, and
6 DOES 1 through 100,

7 Defendants.

8 AEROTEK, INC., a Corporation

9 Cross-Complainant,

10 vs.

11 AECOM GOVERNMENT SERVICES, INC.; and
12 ROES I through 100,

13 Cross-Defendant.

14 AECOM GOVERNMENT SERVICES, INC.

15 Cross-Complainant,

16 vs.

17 AEROTEK, INC., a Corporation; and MOES 1
18 through 100,

19 Cross-Defendant.

20 Pursuant to the Confidential Settlement Agreements and Releases by and between Plaintiffs
21 AARON ROSE and TROY SWEDEEN (“Plaintiffs”) and Defendant AECOM GOVERNMENT
22 SERVICES, INC. (“AECOM”), and the global settlement between AECOM, Plaintiffs, and Defendant
23 Aerotek, Inc. (“Aerotek”) at the settlement conference, and Rule 41(a)(1)(A)(ii) of the Federal Rules of
24 Civil Procedure, the Parties hereby stipulate and agree that the above-captioned action, including
25 without limitation all complaints, amended complaints, and counter-complaints, including all claims and
26 cross-claims, be dismissed in its entirety, with prejudice.

27 IT IS HEREBY STIPULATED AND AGREED, by the parties hereto, by and through their
28 respective counsel of record, as follows:

1 On November 10, 2014, the Parties attended a Settlement Conference before the Honorable
 2 Magistrate Judge Jacqueline Scott Corley. Following the Settlement Conference, the Parties agreed to a
 3 Confidential Settlement Agreement and Release whereby Plaintiffs agreed to voluntarily dismiss their
 4 First Amended Complaint and all claims contained therein with prejudice. The Settlement Agreement
 5 has been fully executed and the Parties now request dismissal of this action with prejudice.

6 Although this action was filed as a putative class action, Plaintiffs' investigation and discovery
 7 reveled that there were only 15 individuals who could potentially fit within the class definition contained
 8 in the First Amended Complaint. Of these individuals, the majority signed releases while others
 9 accepted different positions with Defendant AECOM, thereby differentiating their circumstances from
 10 the Named Plaintiffs and precluding their ability to join in any potential class represented by Troy
 11 Swedeen or Aaron Rose. Thus, Plaintiffs' counsel does not believe the numerosity requirement for class
 12 certification under Rule 23 of the Federal Rules of Civil Procedure could be met in this case and settled
 13 the individual claims of the Plaintiffs on that basis.

14 Defendants AECOM and Aerotek further stipulate and agree that any and all Cross-Complaints
 15 filed in this action, including all cross-claims included therein, shall also be dismissed with prejudice.

16 IT IS SO STIPULATED.

18 DATED: February 13, 2015

ALEXANDER KRAKOW + GLICK LLP

20 By: /s/ Michael S. Morrison

21 Michael S. Morrison

22 Brett C. Beeler

Attorneys for Plaintiffs

AARON ROSE and TROY SWEDEEN

23 DATED: February 13, 2015

LAW OFFICES OF SCOTT J. BLOCH, PA

25 By: /s/ Scott J. Bloch

26 Scott J. Bloch

27 Attorneys for Plaintiffs

AARON ROSE and TROY SWEDEEN

1 DATED: February 13, 2015

SEYFARTH SHAW LLP

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3 DATED: February 13, 2015

4 By: /s/ Heather Havette

5 Heather Havette
Michele H. Gehrke
Matthew J. Mason
Attorneys for Defendant
AECOM GOVERNMENT SERVICES, INC.

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9 DATED: February 13, 2015

10 EPSTEIN BECKER & GREEN, P.C.

11 By: /s/ Michael S. Kun

12 Michael S. Kun
Ted A. Gehring
Attorneys for Defendant
AECOM GOVERNMENT SERVICES, INC.

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ORDER

Whereas Plaintiffs filed a class action complaint asserting claims on behalf of themselves and all similarly situated persons;

Whereas Plaintiffs have determined that it is not feasible to pursue the class claims, and have entered into an individual settlement; and

Whereas, notice to the general public is not required because no class has been certified, the putative class members' claims, if any, are not affected, and the cost of notice would be prohibitively expensive and would make the individual settlement economically infeasible;

IT IS HEREBY ORDERED that case number 13-CV-05218, and all causes and actions contained therein, including cross-complaints and cross-claims, shall be dismissed WITH PREJUDICE as to all parties, including as to Plaintiffs' individual claims, but without prejudice as to the putative class members' claims, with each party to bear its own costs and fees incurred in this action. The Court shall retain jurisdiction for purposes of enforcing the terms of the settlement agreement.

IT IS SO ORDERED

DATED: February 17, 2015

